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2 Transcribed By: Donna M. Anders

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4 Proceedings recorded by electronic sound
5 recording; transcript produced by computer-aided
6 transcription service.

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1 Arbitration is for monetary damages, something we were
2 considering as well.

3 The agreement is unambiguous that we're
4 allowed to come to this court to seek injunctive
5 relief, and that is the only claim that we brought.

6 THE COURT: Now, if it turns out on short
7 order -- I mean you want to verify that but if, indeed,
8 it turns out that either on September 26th or today
9 that the software was deleted, you have no business in
10 the court then.

11 MR. FIDDLER: Well, Your Honor, I would say
12 if we can confirm that the software --

13 THE COURT: Yes.

14 MR. FIDDLER: -- has been deleted, and that
15 is a big if, then I would hope that the issue is
16 worked out among the parties, and if we know that it
17 is not being used we have no business being in this
18 court.

19 However, there is a fundamental disagreement
20 on these facts. The agreement unequivocally was that
21 they were to stop using it September 4 --

22 THE COURT: Right.

23 MR. FIDDLER: -- we know they continued to.
24 They sent a notice, a certification saying that they
25 would use reasonable business efforts to remove it.

CERTIFICATION

I, Donna Anders, hereby certify that the foregoing is a correct transcript from the electronic sound recordings of the proceedings in the above-captioned matter.

11/25/16
Date

Donna Anders
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